

Account terms of use in effect as of 1/5/2018

1. Definitions

1.1. **GOPAY** means GOPAY s.r.o., a trading company with registered office in Planá 67, 370 01 České Budějovice, company identification number: 26046768, entered in a Commercial Register maintained by the Regional Court in České Budějovice, Section C, Entry 11030. Terms such as “we”, “us”, “our”, “ours”, etc., that are used in the Account Terms of Use also have the same meaning. GOPAY is an Electronic Money institution that issues Electronic Money within the meaning of S. 4 of the Payment System Act and that operates the GoPay Payment System.

1.2. The **Contract** means a contract between you and us on the Issue of Electronic Money and use thereof within the meaning of the Account Terms of Use.

1.3. The **Account Terms of Use** mean these terms that govern the establishment and termination of the Contract on the Issue and Use of Electronic Money between us and you as a holder of Electronic Money as well as obligations of both parties. The Account Terms of Use are issued by GOPAY.

1.4. The **List of Fees** means a list of reimbursements and fees related to the operation of the GoPay Account that we have issued.

1.5. The **Payment System Act** means Czech Act No. 370/2017 Coll., which makes provision with respect to the payment system, as amended, which is in effect in the Czech Republic.

1.6. A **Client** means an individual or a legal entity that uses Electronic Money issued by GOPAY and recorded in the GoPay Payment System upon the Contract. Terms such “you”, “your”, “yours”, etc., that are used in the Account Terms of Use also have the same meaning. A Client is a holder of Electronic Money within the meaning of S. 1(d) of the Payment System Act.

1.7. Within the meaning of S. 4(1) of the Payment System Act, Electronic Money means a monetary value that:

1.7.1. Represents a claim on GOPAY;

1.7.2. Is stored in electronic form;

1.7.3. Is issued upon receipt of funds for the purpose of making payment transactions; and

1.7.4. Is accepted by other persons than its issuer (i.e. GOPAY).

1.8. **Issue of Electronic Money** means an exchange of money, which is transferred for a Client and received by GOPAY, for Electronic Money in an amount corresponding to the nominal value of the transferred money. Following its issue, Electronic Money is credited to the Client’s GoPay Account.

1.9. An **Electronic Money Payment** means the use of Electronic Money by individual Clients for mutual cashless payments among one another by debiting the respective amount of Electronic Money from a payer’s GoPay Account and the crediting thereof to a recipient’s GoPay Account.

1.10. **Redemption of Electronic Money** means an exchange of Electronic Money for banknotes, coins or cashless money in an amount corresponding to the nominal value of the exchanged Electronic Money that is made by GOPAY upon a Client’s request.

1.11. The GoPay Payment System means a set of GOPAY's software and systemic solutions that enables payments via the Internet or other electronic devices, in particular:

1.11.1. Electronic Money Payments;

1.11.2. Issue of Electronic Money; and

1.11.3. Redemption of Electronic Money.

1.12. A **GoPay Account** means an account allocated to a Client in the GoPay Payment System where the Client's Electronic Money is recorded and held. Pursuant to the Payment System Act a GoPay Account is a means of payment.

1.13. **Security Regulations** means a set of legal regulations of the Czech Republic, European Union, international treaties, rules of card associations and other banking and non-banking entities that are related to our activity and/or that govern the Issue and Use of Electronic Money. Among other things, the Security Regulations define a list of goods, services or activities whose trading is prohibited or subject to special provisions or regulations (referred to as high-risk commodities). The Client is obliged to abide by the Security Regulations.

1.14. **The AML Policy** governs how we prevent the legalisation of proceeds from criminal activity and financing of terrorism. The AML Policy is based on Act No. 253/2008 Coll., which makes provision with respect to certain measures against the legalisation of proceeds from criminal activity and financing of terrorism, as amended.

1.15. The **Privacy Policy** governs the way we handle personal data and ensure its protection. We abide by Czech Act No. 101/2000 Coll., which makes provision with respect to personal data protection, as amended (hereinafter referred to as the "Personal Data Protection Act"), and with effect from 25/5/2018 by Regulation (EU) 2016/679, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR").

2. About Us

2.1. We hold a permit granted by the Czech National Bank to carry out the activity of an electronic money institution within the meaning of pertinent provisions of Czech Act No. 370/2017 Coll., which makes provision with respect to the payment system, and we are authorised to issue Electronic Money and provide payment services related to Electronic Money. We are subject to supervision by the Czech National Bank.

2.2. We operate the GoPay Payment System.

3. Scope of the Account Terms of Use

3.1. The Account Terms of Use lay down rules for opening, using and closing a GoPay Account.

3.2. You acknowledge and accept that the Issue of Electronic Money and making of payment transactions follows not only legal regulations of the Czech Republic and the European Union but also international treaties related to Electronic Money, rules of card associations and other entities. The above legal regulations are developed on an ongoing basis independently of the will of GOPAY and among other things they define the rules for the Issue of Electronic Money and its disposal (hereinafter referred to as the "**Security Regulations**"). The Account Terms of Use shall therefore be interpreted and understood in accordance with the above legal regulations to which the Account

Terms of Use are subordinated.

4. Opening Your GoPay Account

4.1. A Contract between you and us is concluded at the moment when you enter the requested data in the Registration Form and accept the Account Terms of Use. At this moment you ask us to immediately commence the performance of the Contract and your Go Pay Account shall be opened.

4.2. A Contract between you and us is always concluded upon your request and for an indefinite period of time.

4.3. The contractual relationship between you and us is governed not only by the Account Terms of Use but also by the List of Fees. By accepting the Account Terms of Use you also accept the List of Fees.

4.4. Please note that when you open your GoPay Account we may require identification data from you in the scope that corresponds to the selected level of your GoPay Account verification. Before the required identification data is verified, certain functions of your GoPay Account may be limited.

5. Using Your GoPay Account

5.1. The GoPay Payment System offers different GoPay Account levels that usually differ depending on the level of identification you have performed. Depending on this level, limits are set in particular for a maximum permissible amount of Electronic Money sent from a GoPay Account during one calendar year and a maximum permissible amount of Redemption of Electronic Money during one calendar year. Details are given on our website. Should the set limits be exceeded, we may ask for your identification or submission of further identification data or documents. Before you perform your identification in accordance with our request, we are entitled to proceed pursuant to the Account Terms of Use.

5.2. If your identification is not performed pursuant to the Security Regulations, you may open only one GoPay Account. If the Account Terms of Use speak about a GoPay Account in the singular and you have opened several GoPay Accounts in accordance with the Account Terms of Use, a GoPay Account always means all your GoPay Accounts.

5.3. A GoPay Account may be kept simultaneously in multiple currencies depending on in what currency Electronic Money has been credited to the GoPay Account. Please note that Electronic Money can be credited to a GoPay Account only in certain currencies that we accept.

5.4. You may increase your GoPay Account balance usually by transferring money or by having money transferred to one of our bank accounts in order to have it exchanged for Electronic Money.

5.5. Money that has been entrusted to be transferred in order to increase your GoPay Account balance and that is to be received by us, passes to our disposal at the moment when it is entrusted and at this moment it is deemed to be received by us unless the money has been received already by entering a payment order to transfer money pursuant to the law.

5.6. You may use the Electronic Money on your GoPay Account for payments to be credited to GoPay Accounts of other Clients and you may also make Redemption of Electronic Money recorded as disposable on your GoPay Account at any time.

5.7. Please note that the effecting of an order to make Redemption of Electronic Money may take up to 5 working days from the day the respective order was entered.

5.8. You have the disposable Electronic Money balance on your GoPay Account at your disposal at any time.

5.9. No interest is paid on the Electronic Money balance on your GoPay Account.

5.10. Please note that with regard to the regulation of interbank fees we are authorised to delay the settlement of those transactions where we are unable to provide information about a detailed itemisation of transaction fees because we lack the necessary information from the providers of payment services and other third parties up until the time when we obtain the above information.

5.11. We credit transferred money to your GoPay Account immediately; however, we reserve the right to make it disposable to you at the moment when we actually receive the money from payment method providers. However, we may debit the money credited to your GoPay Account again if we fail to receive the transferred money in a standard period. Should this happen, we shall reduce your GoPay Account balance by the amount of money we have failed to receive. Should your GoPay Account balance not suffice for this purpose, we reserve the right to ask you to pay the money in the corresponding amount.

5.12. If Electronic Money is transferred to your GoPay Account that has been closed, your GoPay Account shall be renewed and the transferred Electronic Money shall be credited to it. In this case we reserve the right to ask you to perform a repeated activation of your GoPay Account together with your identification or submission of further identification data or documents.

6. Security Measures

6.1. We reserve the right to ask you to identify yourself at any time and even without giving any reason or ask you to submit further identification data or documents in accordance with the Security Regulations. You shall oblige this request without delay. Please note that you are obliged to provide your identification data to us if you request reimbursement from the Deposit Guarantee Fund in relation to your GoPay Account to the extent laid down by legislation. If you fail to fulfil this obligation, reimbursement from the Deposit Guarantee Fund may not be requested. Besides, you are obliged to provide your identification data to us if you intend to use your GoPay Account for participation in gambling to the extent and in the manner stipulated by gambling regulations. If you fail to fulfil this obligation, your GoPay Account may not be used for participation in gambling.

6.2. It is strictly forbidden to use a GoPay Account in relation to the sale, resale or delivery of goods, provision or service or pursuit of activities whose trading is prohibited by legal regulations. To the best of our knowledge and belief, we maintain a demonstrative list of activities that are regarded as prohibited pursuant to legal regulations. This list can be found in the Help Centre [[here](#)].

6.3. It is forbidden to use a GoPay Account in relation to the sale, resale or delivery of goods, provision or service or pursuit of activities whose trading is generally deemed to be high-risk or dangerous without a prior consent granted by GOPAY. Activities regarded as high-risk or dangerous include in particular those activities where goods and commodities are handled that are used in relation to crime perpetration including fraud, terrorism, etc., that are related to a high degree of financial risk, that are subject to special regulatory measures or that may be deemed to be immoral, unethical or offensive either in general or by certain groups of citizens. To the best of our knowledge and belief, we maintain a demonstrative list of activities that are regarded as high-risk

or dangerous pursuant to legal regulations. This list can be found in the Help Centre [[here](#)].

6.4. When in doubt whether an activity you operate belongs to one of the above categories, you should contact our Operations Department.

6.5. We reserve the right to grant an exemption to certain activities from high-risk or dangerous categories activities provided pertinent national and international legal regulations are abided by at all times.

6.6. If you make or attempt to make any transaction whereby you breach the prohibitions laid down in this Article, if you do not have the necessary consent for this transaction granted by us for it or if you allow this transaction to be made, we reserve the right:

6.6.1. Not to make or to cancel the transaction; and/or

6.6.2. To block or cancel your GoPay Account; and/or

6.6.3. To notify the police, other appropriate authority (e.g. the Ministry of Finance of the CR) or a respective contracting partner of the transaction.

6.7. We reserve the right to set transaction and amount limits to individual payment transactions.

6.8. The fact that a certain person or entity receives payments via the GoPay Payment System does not imply that this person or entity delivers goods or provides services in accordance with pertinent legal regulations and that the activities of this person are legal.

6.9. In relation to your GoPay account you may use means of payment (e.g. bank accounts, payment cards) only if you are the rightful owner or holder of the above means of payment and if these means of payment are held in your name.

6.10. By accepting the Account Terms of Use you represent and guarantee that you are not a politically exposed person within the meaning of S. 4(5) of Czech Act No. 253/2008 Coll., which makes provision with respect to certain measures against legalisation of criminal proceeds and financing of terrorism, as amended, nor a person exempt from the possibility to hold Electronic Money and dispose thereof. Otherwise you are obliged to contact us so that we can verify together under what terms you may be entitled to use the GoPay Payment System.

7. Reserve

7.1. We reserve the right to set a reserve on your GoPay Account.

7.2. We may set the amount of a reserve at any time at our sole discretion, and it may be a specific amount, a percentage of the amount of Electronic Money credited to a GoPay Account over a certain preceding period or a combination of both of the above. We shall always notify you of a set reserve as well as any future change or cancellation thereof should we make this decision upon our exclusive authority.

7.3. The reserve is used to secure any receivable amounts any third party or we may have from you. The reserve means that a certain part of Electronic Money on your GoPay Account cannot be used to make an Electronic Money Payment or be disposed of otherwise, including Redemption of Electronic Money. This shall not prejudice your right pursuant to S. 194a(1) of the Payment System Act. You accept the setting of the reserve pursuant to this Subsection by entering the first payment transaction in your GoPay Account after we use this entitlement.

7.4. We reserve the right to ask you to increase the Electronic Money balance on your GoPay Account so as to meet our requirement for a reserve.

7.5. If insolvency proceedings or proceedings as part of which your property or the property of related persons is seized or may be seized or proceedings in relation to which any damage or other harm may be incurred are launched against you or in connection with you, you are obliged to pay a risk fee to us in the amount of the reserve, which shall thus be used to cover this risk fee. You are obliged to inform us without delay about the fact that such proceedings have been launched pursuant to the previous sentence. We are entitled to regard such proceedings to be launched once we become aware of the potential existence of such proceedings from public sources or from communication with public authorities. If you meet all your liabilities towards us and unless there is at the same time a reasonable risk that you will have a future liability towards us related to our contractual relationship, we are obliged to return to you the amount equalling the reserve. Unless there is a reasonable risk that you will have a future liability towards our company related to our contractual relationship we are obliged to return to you the amount equalling the reserve lowered by your unpaid liabilities towards us.

8. Limitation of Service Availability

8.1. The scope and availability of payment methods on your GoPay Account are not guaranteed unless expressly agreed otherwise.

8.2. You acknowledge that providers of individual payment services (in particular payment services provided by payment cards) may be entitled to ask at any time that this payment service be terminated in relation to your GoPay Account. In this case, we shall suspend service provision to you without delay; you hereby accept our entitlement to do so and grant your consent to it.

8.3. We are entitled to terminate, suspend or restrict service provision to the necessary extent and with immediate effect or block your GoPay Account in justified cases. This shall be applied especially when we suspect unlawful conduct, in particular use of your GoPay Account contrary to the Account Terms of Use, unauthorised use of your GoPay Account or breach of the Security Regulations. Unblocking of your GoPay Account or renewal of services is subject to remedying these deficiencies.

8.4. Unless agreed otherwise between the contracting parties in writing, we shall be authorised to suspend or limit the provision of services for a necessary period of time when performing adjustments, maintenance or repairs of the GoPay Payment System, whose availability is a precondition for service provision. In this case, we shall inform you in advance about the reasons and duration of suspension or limitation of service provision. Suspension or limitation of service provision under this Subsection shall not be regarded as a breach of contractual obligations and shall not affect any other obligations of the contracting parties.

8.5. Unless stated otherwise, we shall inform you about the introduction of a measure pursuant to this Article of the Account Terms of Use.

8.6. You acknowledge and accept that the performance of any of our entitlements pursuant to this Article of the Account Terms of Use does not establish any claim for reimbursement or damages.

9. Closing Your GoPay Account

9.1. We are entitled to withdraw from the Contract at any time; the contractual relationship shall be terminated upon the expiry of a 2-month notice period on the basis of a notice delivered to you unless we set a later day of terminating the contractual relationship in the notice. Your right to a settlement of the Electronic Money balance on your GoPay Account shall be guaranteed at all

times.

9.2. We reserve the right to withdraw from the Contract concluded with you with immediate effect if you breach the Account Terms of Use seriously or repeatedly.

9.3. We also reserve the right to withdraw from the Contract concluded with you with immediate effect without giving any reason within three months from concluding the Contract unless ruled out by law or other legal regulations.

9.4. You are entitled to close your GoPay Account without giving a reason and thus withdraw from the Contract if all your liabilities towards us have been paid. If you withdraw from the Contract, all your liabilities towards us shall become automatically payable. If the terms for giving a notice have been met, the contractual relationship shall be terminated upon entering a command to close a GoPay Account in the GoPay Payment System. You acknowledge that other ways of closing a GoPay Account shall not be accepted unless pertinent legislation expressly implies otherwise.

9.5. By entering a command to close your GoPay Account you give us an instruction to make Redemption of Electronic Money in the amount of your GoPay Account balance under the following terms:

9.5.1. Redemption of the disposable and minimum GoPay Account balance shall be made immediately;

9.5.2. Redemption of a part of the Electronic Money balance equalling a sum of the amounts of transferred money that we have not received yet and that is not disposable shall be made only at the moment when we receive the above money into our bank account;

9.5.3. In other cases, when a certain amount of Electronic Money in a GoPay Account is not disposable upon the Account Terms of Use or upon legislation, Redemption of Electronic Money shall be made immediately after the reason why the respective amount has become non-disposable ceases to exist.

9.6. If you are a consumer (i.e. an individual who does not pursue a trading or other business activity as part of independent job performance when the Contract is concluded and performed), you have a right to withdraw from the Contract without giving any reasons and without a contractual sanction within 14 days from the day the Contract was concluded provided the Contract has not been fulfilled. Withdrawal from the Contract shall be in accordance with the terms for mutual communication of parties stipulated by the Account Terms of Use. If you withdraw from the Contract, you shall pay to us an amount for services actually provided to date pursuant to the List of Fees.

10. Our Liabilities and Obligations

10.1. We shall not be liable for a loss you have incurred as a result of losing your password or other access data to your GoPay Account.

10.2. We shall not be liable for a loss you have incurred as a result of making an erroneous payment with Electronic Money or a payment which you have been coerced into making with a fraudulent or any other dishonest intention.

10.3. We are obliged to archive all sources and documents that prove that a payment transaction has been made for at least five years from the date the transaction was made.

10.4. We are entitled to make improvements of the GoPay Payment System such as systemic, technology, security and other qualitative service improvements in line with technology development in the given area in order to enhance the quality of provided services.

10.5. You acknowledge that we are obliged to make improvements of the GoPay Payment System such as systemic, technology, security and other qualitative service if we are committed to make such service improvements by legal regulations or rules that follow from contractual obligations with payment methods providers (including payment card services) or upon an obligation contractually assumed in relation to providing services of the GoPay Payment System.

10.6. If we are ordered by an authorised person or authorised entity to transfer or remit your money upon whose receipt we have issued Electronic Money for the purpose of repaying a debt or fulfilling another legal obligation you have (in particular as part of collection procedures to seize a debtor's property or as part of other similar procedures), the delivery of this order shall be deemed to be your request for making Redemption of Electronic Money to the extent determined in the above order, and your amount receivable from us shall become payable on that ground. You accept that in this case your money shall be transferred or remitted in accordance with the order made by an authorised person or authorised entity. By transferring or remitting the money in accordance with an order made by an authorised person or authorised entity, we shall exempt ourselves from our obligation towards you to the extent of the performance that has been paid as above.

11. Your Liabilities and Obligations

11.1. In your own interest you shall act and use your GoPay Account so as not to put the security of your GoPay Account or GoPay Accounts of other Clients at risk; in particular, you shall always strive to maintain rules of safe behaviour on the Internet, and you shall not disclose your access data to your GoPay Account to anyone even if asked to do so.

11.2. Should you establish that your password has been revealed or that there is an imminent threat of it being revealed to an unauthorised person, you shall notify us of this fact without delay and change your password alongside this.

11.3. You shall notify us without delay of any fact that gives rise to a suspicion of unlawful or other unpermitted act or that gives rise to a suspicion of incorrect behaviour of the GoPay Payment System or any error in it.

11.4. You shall be liable for damage suffered as a result of:

11.4.1. A payment that you have entered erroneously and that has been made by us in accordance with this instruction;

11.4.2. A payment entered by another person than you who was logged in your GoPay Account as you.

11.4.3. You shall be exempt from this liability if you prove that access data to your GoPay Account has been made available to an unauthorised person through our fault.

11.5. You shall also be liable for damage that has been incurred even though you may have prevented or avoided it by taking a timely measure to remedy a defective or endangering state, in particular for your failure to notify us accordingly pursuant to the Account Terms of Use.

11.6. If your personal or identification data is changed or a change occurs in your ownership or managing structure, you shall update the above data in your GoPay Account. If your GoPay Account does not make it possible to update your personal or identification data or data about your ownership or managing structure, you are obliged to inform us about the change of the above data and we shall subsequently make an update. We shall not be liable for any damage that may be caused as a result of the fact that your personal or identification data or data about your ownership structure has not been updated timely or regularly. You administer data kept by us about you in

your GoPay Account. A change of the beneficial owner shall also be regarded as a change in your ownership structure.

11.7. If your GoPay Account balance does not suffice to debit money that we are obliged to return as a result of a cancellation of a payment transaction or a failure to make a payment transaction or that is to be collected from your GoPay Account upon the Account Terms of Use or for another rightful reason, you are obliged to increase your GoPay Account balance accordingly. Should you fail to do the above in spite of our request to do so, it shall be regarded as a breach of the Account Terms of Use. We may ask you to fulfil this obligation and, if necessary, take any measures to enforce the fulfilment of this obligation including the authorisation of a collection agency or a legal representative to exercise the respective claim at court. At the same time, we are entitled to ask you to reimburse costs we have provably incurred in relation to your failure to meet the above obligation.

11.8. If you use an application programme interface or other technical interfaces of the GoPay Payment System, you are obliged to abide by our technical rules and instructions and comply with them including rolling changes thereof that we may make from time to time. If you breach these rules or instructions, you shall be liable for damage that may have been incurred in relation to this breach.

11.9. You shall indemnify us for all damage we have suffered in relation to your unlawful conduct. At the same time, you acknowledge that this damage may also take the form of contractual penalties or other sanctions that we are obliged to pay in relation to your unlawful conduct on the basis of a contract or a legal regulation (e.g. penalties imposed by card associations, the Czech National Bank or other administrative bodies). So as to dispel any doubt, a breach of the Account Terms of Use or any other terms you are obliged to follow shall also be regarded as unlawful conduct. Please note that damage pursuant to this Subsection of the Account Terms of Use may amount to hundreds of thousands of EUR.

12. Complaints

12.1. You are entitled to make a complaint about erroneously made Electronic Money Payments, failure to receive money in the corresponding amount as part of Redemption of Electronic Money or another extraordinary event that has occurred in relation to the GoPay Payment System within 3 months from the incident about which a complaint is made.

12.2. You can make a complaint by sending a notification via the GoPay Payment System or to our e-mail address for complaints reklamace-klienti@gopay.cz.

12.3. Upon receiving a complaint, we shall investigate whether it is justified. We are obliged to inform you of the outcome of our investigation and our position to the complaint within 15 working days from receiving it. In case of obstacles independent on our will this period is prolonged to 35 working days pursuant to S. 258(2) of the Payment System Act.

12.4. If a complaint is justified, we are obliged to accept the complaint and take remedial measures.

12.5. We are entitled to restrict your disposal of an amount of a payment transaction that is the subject of a payer's complaint until the complaint is resolved. We are entitled to use this amount to pay our potential liabilities towards our contracting partner if we are obliged to return the amount that is the subject of a complaint in accordance with the terms of providers of individual payment methods by which a payment transaction is made. If a complaint is made about a payment transaction, you are obliged to provide all relevant information and source data upon our request,

in particular electronic ones, and/or other records about communication that has taken place about the transaction including your statement about the course of the payment transaction if appropriate, and do so within five working days.

12.6. You are not entitled to any interest on the amount of an erroneously made Electronic Money Payment.

13. Fees

13.1. You acknowledge and accept that services offered within the GoPay Payment System including disposal of Electronic Money may be subject to fees pursuant to the List of Fees and you are obliged to pay these fees.

13.2. We issue the List of Fees in order to govern cost reimbursement and fees related to the operation of the GoPay Payment System. We are entitled to change the List of Fees unilaterally and you accept our entitlement to do so. A change of the List of Fees follows the same rules as a change of the Account Terms of Use.

13.3. An up-to-date wording of the List of Fees is published on our website.

13.4. By accepting the Account Terms of Use you instruct us to deduct reimbursements and fees pursuant to the List of Fees from your GoPay Account. If your GoPay Account balance does not suffice to deduct a reimbursement or fee pursuant to the List of Fees, you are obliged to pay the above reimbursement or fee upon our request to do so.

13.5. A fee may be imposed on Redemption of Electronic Money only if you request the redemption before the day when the legal relationship that follows from the Contract expires or if you do so after more than 1 year after that day.

13.6. If a new payment method is introduced that is not stated in the List of Fees that is currently in effect, you accept fees for the Issue of Electronic Money by this payment method; you use the respective payment method for the first time on the understanding that you have been acquainted with the above fees in advance.

13.7. If a payment is made via the GoPay Payment Gateway, a fee for the receipt of Electronic Money is paid by the Client who is the final recipient of the transferred amount.

13.8. If you use your GoPay Account for commercial purposes or change your activity and/or goods on offer without our prior consent, we are entitled to apply fees to you that are commonly applied to the given activity and/or goods on offer without any further notification. We are entitled to retrospectively charge you the difference between the originally applied fees and the newly applied fees for the whole period during which you have pursued the pertinent activity and/or have offered respective goods without having requested our prior consent. You are obliged to pay the subsequently charged difference in fees.

13.9. Should your GoPay Account balance not suffice to pay a certain fee, the fee laid down in the List of Fees shall no longer apply and instead of it a sanction fee shall be applied in the same amount.

13.10. A potential individual agreement shall prevail over general provisions in the List of Fees.

13.11. We reserve the right to provide a discount from the fees laid down in the List of Fees. The discount is effective as of the date stated in the discount notification.

14. Mutual Communication

14.1. Mutual communication between you and us shall take place primarily in Czech; however, you are also entitled to communicate with us in English. The parties may subsequently agree that communication can take place also in another language.

14.2. We shall send notifications and correspondence related to the Contract to one another by electronic post to our contact e-mail addresses; both parties regard this way of communication as convenient, reliable and efficient. Only in those cases when enforcing legal regulations require a notification or other document to be delivered by post or another similar way, shall we communicate with one another in that way.

14.3. Your contact e-mail address is your primary e-mail address recorded in the GoPay Payment System. You are responsible for your primary e-mail address being functional throughout the duration of the contractual relationship, and for making certain that it will be possible to send electronic post to it. Our contact e-mail address is the e-mail address published on our website unless we determine another contact e-mail address in a specific case. We shall not be liable in those cases when you do not keep your primary e-mail address functional or when you do not regularly check received e-mails and do not reply to them in time or do not respond otherwise.

14.4. We reserve the right to send notifications of operational or promotional nature to you via internal communication in the GoPay Payment System or by e-mail, and at the same time we reserve the right to request that you communicate with us in these matters in the same way. You also acknowledge and accept that we may send you from time to time e-mails with information about the GoPay Payment System, newly provided services, information about innovations and recommendations or hints for using the GoPay Payment System and other services that we operate as well as trading hints and information about offers or services provided by our trading partners. You may adjust the settings in your GoPay Account if you are or are not interested in receiving such information or communications.

14.5. You accept that info messages may be sent to you about your GoPay Account balance, transactions on your GoPay Account as well as any news in the GoPay Payment System. You may unsubscribe from the above messages by changing your GoPay Account settings.

14.6. If legislation obliges us to provide certain information on a permanent data carrier, we shall meet this obligation by having that information permanently published on our website or by sending it to you in a .pdf format by electronic post to your contact e-mail address.

15. Confidentiality

15.1. You undertake to give and make available to third parties neither information about negotiated trading and Account Terms of Use without our consent or without any statutory grounds nor any other information pertaining to our trading activities, trading or technology procedures and know-how if you obtain the above information in relation to performing contractual obligations, in particular also about the integration process and security mechanisms of the GoPay Payment System or defined parts thereof.

15.2. You further undertake to prevent making the GoPay Payment System software available to third parties.

15.3. Your obligations laid down in this Article continue even after your contractual relationship with us has been terminated.

15.4. We undertake to give and make available to third parties neither information about negotiated trading terms and Account Terms of Use nor any other information pertaining to your trading activities without your consent if we obtain the above information in relation to performing contractual obligations. However, we are entitled to give this information and other data and materials obtained from you to a third party if we are committed to do so upon a contract concluded with a provider of certain payment methods and if this third party is also bound by confidentiality pursuant to a contract concluded with us. Our obligation pursuant to this provision shall continue even after the contractual relationship with you has been terminated.

15.5. The provisions of this Article shall not affect the performance of the duty to disclose or notify public authorities on the basis of law or other legal regulations.

16. Changes of the Account Terms of Use

16.1. We have a right to unilaterally change the Account Terms of Use in accordance with the rules and terms laid down in this Article. You accept our entitlement to do so.

16.2. If we change the Account Terms of Use, we are obliged to notify you of this change at least two months in advance by e-mail containing a link to the new Account Terms of Use from where you may print them or download them in electronic form.

16.3. If you are not a small entrepreneur or a consumer, the time limit for notification of a change of the Account Terms of Use and of a change of the List of Fees is reduced to fourteen days.

16.4. You have a right to withdraw from the Contract free of charge and with immediate effect before the day when a change of the Account Terms of Use is to come into effect. If you do not withdraw from the Contract in the given time limit, you are deemed to accept that the Contract is governed by the new Account Terms of Use from the day they come into effect.

16.5. The Account Terms of Use are published in electronic form and are available on our website.

16.6. A reason for changing the Account Terms of Use may be one or more of the circumstances stated hereinafter:

16.6.1. Generally binding legal regulations are amended that impose such rights or obligations on us or you that are contrary to the Account Terms of Use, or these rights or obligations have to become part of the Account Terms of Use. The above amendments to generally binding legal regulations include among other things in particular an amendment to legislation that governs measures against legalisation of proceeds from criminal activity;

16.6.2. A change of the Account Terms of Use is necessitated by a need to improve the technical standard of the GoPay Payment System including improvement of its security against misuse, increase in user comfort or a need to remove defects and deficiencies in the GoPay Payment System;

16.6.3. A change of the Account Terms of Use is necessitated by a need to protect your access password and your other codes or information in the GoPay Payment System;

16.6.4. Occurrence or spreading of a new risk for the operation of the GoPay Payment System or for the use of electronic means of payment (e.g. new forms of financial or computer crime);

16.6.5. A major change in the financial services market or in the issue or use of Electronic Money.

17. Final Provisions

17.1. The Contract is concluded in the language version you have selected in the GoPay Payment System environment; you always have the Czech language version of the Contract at your disposal. Should conflict arise between the Czech language version and another language version of the Contract, the Czech language version shall always prevail. After the Contract is concluded, we shall archive it. Throughout the duration of the Contract, you are entitled to obtain the content of the Contract and other information from us pursuant to S. 134 to S. 139 of the Payment System Act or according to other relevant law.

17.2. The Contract shall be governed by the Czech legal order and in justified cases also by the wording of a financial services contract within the meaning of the provision of S. 1841 and related Sections of Czech Act No. 89/2012 Coll., the Civil Code, as amended (as regards consumers), or by legal regulations that will subsequently replace this provision in the Civil Code, by the Payment System Act and with regard to legal regulation of measures against the legalisation of proceeds from criminal activity, as amended. Should conflict arise between the provisions of this Contract and enforcing provisions of legal regulations, the enforcing provisions of legal regulations shall prevail.

17.3. If you are not a citizen of the Czech Republic, you accept that the contractual relationship between you and us shall be governed by the legal order of the Czech Republic. The place of performance pursuant to the Contract shall be our registered office in the Czech Republic; the contractual relationship shall be governed by the place of performance. Services pursuant to the Contract and the Account Terms of Use are provided in the Czech Republic where your GoPay Account is also established, recorded and operated.

17.4. You are not entitled to transfer or cede any rights or obligations pursuant to the Contract to a third party without our prior consent in writing.

17.5. If you pursue business activities on the Internet on the basis of a pertinent authorisation for the purpose of selling goods or providing services and if you use your GoPay Account in relation to your activity, legal regulations or parts of the Account Terms of Use regarding consumer protection shall not apply to you. If you use your GoPay Account in relation to your business activity, you are obliged to provide evidence within one week that you are a small entrepreneur within the meaning of the Payment System Act. If you fail to do so in the given time limit, you shall not be deemed to be a small entrepreneur.

17.6. The application of the provision of S. 1987(2) of the Civil Code is ruled out in relation to receivable amounts arising from this Contract or in relation to it, and both you and we accept that an uncertain and/or indeterminate receivable amount shall be recognised.

17.7. Rights that have arisen from this Contract or its breach including rights related to this Contract shall be time-barred in the time limit of 10 years from the day when they could be exercised for the first time.

17.8. No rights or duties that go beyond explicit provisions of this Contract may be inferred from the practice to date or from future practice established between you and us or from common usage in general or in the sector pertaining to the subject of performance of this Contract unless expressly agreed otherwise. Besides the above we hereby mutually confirm that neither you nor we are aware of any established usage of trade or practice.

17.9. If any of the provisions of this Contract proves to be ostensible (trivial), the impact of this defect on other provisions of the Contract shall be assessed analogously pursuant to S. 576 of the Civil Code.

17.10. Should conflicts arise between the Account Terms of Use and other rules that govern the use of GoPay Accounts and the operation of the GoPay Payment System, the provisions of the Account Terms of Use shall prevail unless expressly stated otherwise.

17.11. You grant us your consent that we may transfer our rights and obligations pursuant to the Contract to another entity without any further notification; we shall inform you about this transfer without delay.

17.12. You may take disputes that may arise between you and us pertaining to the Issue of Electronic Money and use thereof pursuant to the Contract to the Financial Arbiter of the Czech Republic (Czech Act No. 229/2002 Coll., as amended), registered office in Legerova 1581/69, Prague 1. Your right to resort to court shall not be affected by the above; disputes arising from the Contract shall be heard and decided before courts in the Czech Republic unless enforcing legal regulations require otherwise. Disputes between you and us may also be settled by means of mediation pursuant to Czech Act No. 202/2012 Coll., which makes provision with respect to mediation.

17.13. A supervisory authority over our activities shall be the Czech National Bank, registered office in Na Příkopě 28, 115 03 Prague 1, Czech Republic. You have a right to approach this supervisory authority with a complaint.

17.14. Data you have entered in relation to opening your GoPay Account and your record stored in the GoPay Payment System serves as evidence about the content of the Contract.

17.15. You undertake to respect our rights to registered trademarks and other objects under protection pursuant to a right to intangible assets including copyright, and shall refrain from any infringement of the above rights. The GoPay Payment System is our trademark that is protected pursuant to pertinent legal regulations.

17.16. By concluding the Contract you confirm that you have been provided with all necessary information prior to concluding the Contract that is necessary for your decision to conclude the Contract with us, that you have acquainted yourself with the Account Terms of Use sufficiently in advance before concluding the Contract, that you regard the whole content of the Account Terms of Use as definite and comprehensible, and that your individual rights and obligations that follow from your contractual relationship with us are absolutely clear to you.

17.7. If you have registered in the GoPay Payment System before the Account Terms of Use came into effect you accept that the Contract be established and that the rights and obligations of parties pursuant to the Contract be governed by the Account Terms of Use that are in effect as of the day when the Contract is concluded; as of the day when new Account Terms of Use come into effect, the Contract shall be governed by the new Account Terms of Use.

17.18. The Account Terms of Use come into effect as of May 1st, 2018.